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Supreme Court, U.S.
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In the Supreme Court of the United States

JOE JONES, doing business as MELDER PUBLISHING COMPANY,

PETITIONER,

V.

ROSE LEE HAWKINS, BARBARA ANNE HAWKINS AND JOAN MARIE JOHNSON,

RESPONDENTS.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

JOE JONES
doing business as
MELDER PUBLISHING CO.
10556 Arnwood Road
Lake View Terrace, Ca 91342
Phone (818) 899-4457
Petitioner, in pro se

QUESTIONS PRESENTED

Whether the Fifth Circuit erred in ruling that JJ , d/b/a Melder Publishing Company had no rights to the copyright with his first publication of "Iko-Iko"on Jan 7, 1963 in compliance with the United States copyright law Title 17 and the 1909 Act § 10 in compliance with the United States Constitution Article 1 § 8. Whereas the plaintiffs signed a publishing agreement with MPC and Trio Music on the 10th day of March 1965.

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PETITION FOR A WRIT OF CERTIORARI

Joe Jones, doing business as Melder Publishing Company (referred to herein as "Melder Publishing Co"), petitions for a writ of certiorari to review the judgement of the United States Court of Appeals for the Fifth Circuit.

OPINIONS BELOW

The opinion of the Court of Appeals dated August 29, 2003 was determined not to be published. Appellants petition for rehearing/petition for rehearing *en banc* was denied on October 21,2003. The opinion of the USDC dated March 27, 2003 (App., infra,) is unreported.

JURISDICTION

The Court of Appeals entered judgment on August 29, 2003 and denied the petition for rehearing/ petition for rehearing *and* suggesting for an *en banc* on October 21, 2003.The jurisdiction of the court is invoked under 28 U.S.C.§ 1254(1).

STATEMENT OF CASE

The first publication of "Iko-Iko" was on January 7, 1963 in compliance with the United States copyright law Title 17, and the 1909. Melder assigned 50% of the copyright of "Iko-Iko' to Trio Music. MPC and Trio Music co-publishers of "Iko-Iko" signed a publishing agreement on the 10th day of March, 1965 in New York City with the plaintiffs, Barbara, Rose and Joan.

The ("writers"), plaintiffs, Barbara, Rose and Joan could not file copyright infringement lawsuit against a publisher after they sold, assigned and transferred and delivered to the publishers, its successors and assigned, a certain hereafter unpublished original musical composition, written and/or composed by *the above named writers Barbara, Rose and Joan "Iko-Iko. Appeal docket #'s 000973 and 000974.*

JJ, d/b/a MPC did not breach the manager's contract singed in New Orleans, Louisiana the 5th day of April 1963. Appeal docket # 000937. On the 5th day of April 1963 when JJ signed The manager's contract in New Orleans with the plaintiffs, they had never heard of the name the *Dixie Cups* until single/album was released in 1964/65. This was a total misrepresentation to the court by the plaintiffs. Appeal docket # 000937.

March 10,1965, MPC and TM entered into publishing songwriters' agreement with the plaintiffs. The contract was not with *the Dixie Cups* because there was no such name as *the Dixie Cups.* Appeal docket # 000973. The plaintiffs and their attorneys made false statements to the court. This entire complaint is base on fraud and false statements on the plaintiff's part.

A letter dated May 22, 1973 from TM to the plaintiffs at their home in New Orleans answered their question explaining to them what publisher is responsible for paying what writer(s) on song "Iko-Iko." Once again, this complaint is totally a misrepresentation by the plaintiffs and their attorneys.

A copyright infringement lawsuit was filed against the plaintiffs on July 15, 1965 for song"Iko-Iko." From the result of that lawsuit *settlement agreement* was entered into on December 2, 1968. The *settlement agreement* states what publishers are responsible for paying what writers on song "Iko-Iko."

The *settlement agreement* specifically states that TM is responsible for paying the plaintiffs royalties on song "Iko-Iko" MPC is responsible for paying its writers royalties on song

"Iko-Iko" and Arc Music is responsible for paying its writer.This is an act of fraud and perjury by the plaintiffs and their attorneys for filing this complaint. This case is nothing but a scheme to steal MPC's 50%copyright ownership in son "Iko-Iko." The Appeals court judge should have recognized that there was an obstruction of justice and manifest error by the US DC Judge Peter Beer for allowing the plaintiffs and their attorneys to disregard the rules of the court, allowing the plaintiff's attorney to present documents at the trial when they should have been presented doing the discovery process.

REASONS FOR GRANTING THE PETITION

Under the 1909 Act § First Publication, song "Iko-Iko" was published in 1963 by MPC. Plaintiffs signed a songwriters contract in 1965 for song "Iko-Iko" and was sued. This action was brought before the USDC/E/D/L on December 27,2000. USCA Title 17- § 507- (b) Limitations on Actions,
within three years, not thirty-five years.

CONCLUSION

In the name of justice I am in the hope that the Supreme Court Justices recognize the jury erred in their decision in granting summary judgement and sanctions against petitioner.Therefore, petitioner is requesting that the summary judgment and sanctions be overturned and sent back to USDC and this petition for a *writ of certiorari* should be granted.

Respectfully submitted:

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Petitioner, in pro se.